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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re

DONNA MARIE FRALEIGH,	Chapter 7
Debtor.	Case No. 10-36282(CGM)

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BRIAN FRALEIGH, Plaintiff,	Adv. Proc. No. 10-09091
- against -	
DONNA MARIE FRALEIGH, Defendant.	

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ANSWER TO COMPLAINT

Defendant Donna Marie Fraleigh, by her attorney, Thomas W. Bauer, Esq., as and for her answer to the Complaint of the plaintiff, respectfully states:

1. Defendant admits the allegations contained in the first paragraph of Plaintiff's Complaint.

2. Defendant admits the allegations contained in the second paragraph of Plaintiff's Complaint.

3. Defendant admits the allegations contained in the third paragraph of Plaintiff's Complaint.

4. Defendant admits the allegations contained in the fourth paragraph of Plaintiff's Complaint.

5. Defendant admits the allegations contained in the fifth paragraph of Plaintiff's Complaint except that she started living with Christopher Sekul the end of the summer of 2006, moved out of his residence 2007 and then moved back in his residence in 2008. Defendant denies the allegation that she maintained a relationship with Mr. Sekul since November 2004 as life partners.

6. Defendant denies knowledge or information sufficient to form a belief as to the allegations contained in the sixth paragraph of Plaintiff's Complaint.

7. Defendant admits the allegations contained in the seventh paragraph of Plaintiff's Complaint.

8. Defendant admits the allegations contained in the eighth paragraph of Plaintiff's Complaint.

9. Defendant admits the allegations contained in the ninth paragraph of Plaintiff's Complaint.

10. Defendant admits the allegations contained in the tenth paragraph of Plaintiff's Complaint.

11. Defendant admits the allegations contained in the eleventh paragraph of Plaintiff's Complaint.

12. Defendant admits the allegations contained in the twelfth paragraph of Plaintiff's Complaint except that the Order extended Plaintiff's right to file a complaint up to October 1, 2010.

13. Defendant admits the allegations contained in the thirteenth paragraph of Plaintiff's Complaint.

14. Defendant admits the allegations contained in the fourteenth paragraph of Plaintiff's Complaint.

15. Defendant admits the allegations contained in the fifteenth paragraph of Plaintiff's Complaint except that the Plaintiff was required to leave due to Defendant obtaining a an Order of Protection against Plaintiff due to Plaintiff's attempt to cause severe injury to Defendant by his crashing his motor vehicle head on into two different telephone poles with Defendant as a passenger, for which Plaintiff was convicted of Reckless Endangerment in the 2nd Degree. Annexed hereto as "Exhibit A" is the Order of Protection and police report of said incident.

16. Defendant denies the allegations contained in the sixteenth paragraph of Plaintiff's Complaint except that she and the children lived at the marital residence at the time she

and Plaintiff separated. Plaintiff took property from the marital residence. Defendant also took some property when she moved out of the marital residence and put some of it into a rental unit in Red Hook approximately September 2006. Defendant thought Plaintiff took some of the property when she found the lock was cut on said rental unit.

17. Defendant admits the allegations contained in the seventeenth paragraph of Plaintiff's Complaint except that Mr. Sekul lived at Becker Hill Road, Milan, NY in November 2004.

18. Defendant admits the allegations contained in the eighteenth paragraph of Plaintiff's Complaint.

19. Defendant denies knowledge or information sufficient to form a belief as to the allegations contained in the nineteenth paragraph of Plaintiff's Complaint except that the balance of the Macy's credit card was $140.00 at some point during the divorce. The balance due was for clothing purchased for his children.

20. Defendant denies the allegations contained in the twentieth paragraph of Plaintiff's Complaint. 6 High Acres Drive, Poughkeepsie, NY was the Plaintiff's address. Defendant could not have changed the mailing address on the Macy's account because she was an authorized signatory on the account only. Plaintiff ignored the bill when it was sent to him and Macy's may have received a change of address from the United States Postal Service ("USPS") when she made a change of address with the USPS.

21. Defendant admits the allegations contained in the twenty first paragraph of Plaintiff's Complaint. She was not responsible for the debt. She was only an authorized signatory on the account.

22. Defendant admits the allegations contained in the twenty second paragraph of Plaintiff's Complaint.

23. Defendant denies the allegations contained in the twenty third paragraph of Plaintiff's Complaint.

24. Defendant admits the allegations contained in the twenty fourth paragraph of Plaintiff's Complaint.

25. Defendant denies knowledge or information sufficient to form a belief as to the allegations contained in the twenty fifth paragraph of Plaintiff's Complaint.

26. Defendant denies the allegations contained in the twenty sixth paragraph of Plaintiff's Complaint. The majority of Defendant's furniture was still at 350 Van Wagner Road, Poughkeepsie, NY. Defendant lost clothes, kitchen utensils, and DVDs in the fire.

27. Defendant denies knowledge or information sufficient to form a belief as to the allegations contained in the twenty seventh paragraph of Plaintiff's Complaint. Mr. Sekul did pay for clothes and kitchen utensils.

28. Defendant denies knowledge or information sufficient to form a belief as to the allegations contained in the twenty eighth paragraph of Plaintiff's Complaint.

29. Defendant denies the allegations contained in the twenty ninth paragraph of Plaintiff's Complaint except that the loan has been kept current. Only Mr. Sekul uses the loan for house improvements.

30. Defendant denies knowledge or information sufficient to form a belief as to the allegations contained in the thirtieth paragraph of Plaintiff's Complaint.

31. Defendant denies the allegations contained in the thirty first paragraph of Plaintiff's Complaint except that she admits to giving a contractor $4,000.00, but it was so that the Defendant and her children could move back into the house and not have to continue to live in the garage.

32. Defendant admits the allegations contained in the thirty second paragraph of Plaintiff's Complaint except that she has not invested in Mr. Sekul's house.

33. Defendant admits the allegations contained in the thirty third paragraph of Plaintiff's Complaint. Defendant's monthly rental payment to Mr. Sekul was ½ of his mortgage payment.

34. Defendant admits the allegations contained in the thirty fourth paragraph of Plaintiff's Complaint. The Defendant explained to her attorney Brian Juran, Esq. the living arrangements with Mr. Sekul before filing the petition and relied on her attorney's experience and expertise in filing out the petition.

35. Defendant admits the allegations contained in the thirty fifth paragraph of Plaintiff's Complaint except that she did amend the financial statement. She represents herself pro-se in that matter. The Plaintiff's reduction in child support from $215 per week to $55.49 per week was a large contributing factor in Defendant's having to file bankruptcy.

36. Defendant denies knowledge or information sufficient to form a belief as to the allegations contained in the thirty sixth paragraph of Plaintiff's Complaint.

37. Defendant admits the allegations contained in the thirty seventh paragraph of Plaintiff's Complaint except for the amount of contribution per month.

38. Defendant denies knowledge or information sufficient to form a belief as to the allegations contained in the thirty eighth paragraph of Plaintiff's Complaint.

39. Defendant denies the allegations contained in the thirty ninth paragraph of Plaintiff's Complaint. Defendant has been relying on her attorney Brian Juran, Esq. for amendments to her petition.

40. Defendant denies the allegations contained in the fortieth paragraph of Plaintiff's Complaint except that she cosigned a loan with the Hudson Valley Federal Credit Union for Mr. Sekul. Only Mr. Sekul purchased the boat. The defendant did go with Mr. Sekul to purchase the boat, but has never had a key to the boat, never operated the boat alone, and has never been on the title to the boat.

41. Defendant admits the allegations contained in the forty first paragraph of Plaintiff's Complaint.

42. Defendant denies the allegations contained in the forty second paragraph of Plaintiff's Complaint except that she gave her interest in the hot tub to Mr. Sekul. She purchased a hot tub with Mr. Sekul. He put down $1,800.00 and the Defendant financed the rest. She gave up her interest in the hot tub to Mr. Sekul when it was hard wired to his residence over two years before the petition date.

43. Defendant denies the allegations contained in the forty third paragraph of Plaintiff's Complaint. Mr. Sekul purchased the furniture from Raymor and Flannigan. The Defendant financed the purchase for Mr. Sekul until he could pay her back from his insurance proceeds received from the house fire; Mr. Sekul paid the loan when he received said insurance proceeds.

44. Defendant denies the allegations contained in the forty fourth paragraph of Plaintiff's Complaint except that she was awarded the Plaintiff's ½ interest in the time share in the divorce. To date, the said ½ interest has never been signed over by Plaintiff. Defendant's attorney Brian Juran, Esq. listed the time share on Schedule G of the petition when filed and on October 4, 2010 amended Schedule B to include the timeshare.

45. Defendant admits the allegations contained in the forty fifth paragraph of Plaintiff's Complaint, except that one policy is worth approximately $8,846.73 and the other policy is worth 2,200.00. Defendant's attorney Brian Juran, Esq. knew about the life insurance because it

was listed in the Defendant's petition but only as an expense listed on Schedule J. To date, Defendant's attorney Brian Juran, Esq. has amended Schedule B to include the insurance policies. To date, Defendant's attorney Brian Juran, Esq. has also amended Schedule C of the petition to exempt said assets.

46. Defendant denies the allegations contained in the forty sixth paragraph of Plaintiff's Complaint. She did provide a copy of the retail installment agreement for Mr. Sekul's boat, she did provide a copy of her income tax returns for the years 2006 to 2009, and she did provide bank statements of what the bank provided her upon request of said statements from the bank.

47. Defendant denies or admits the allegations as previously set forth herein.

48. Defendant admits the allegations contained in the forty eighth paragraph of Plaintiff's Complaint.

49. Defendant denies knowledge or information sufficient to form a belief as to the allegations contained in the forty ninth paragraph of Plaintiff's Complaint except that the balance of the Macy's credit card was $140.00 at some point during the divorce. The balance due was for clothing purchased for his children.

50. Defendant denies the allegations contained in the fiftieth paragraph of Plaintiff's Complaint. 6 High Acres Drive, Poughkeepsie, NY was the Plaintiff's address. Defendant could not have changed the mailing address on the Macy's account because she was an authorized signatory on the account only. Plaintiff ignored the bill when it was sent to him, and Macy's may have received a change of address from the United States Postal Service ("USPS") when she made a change of address with the USPS.

51. Defendant admits the allegations contained in the fifty first paragraph of Plaintiff's Complaint. She was not responsible for the debt. She was only an authorized signatory on the account.

52. Defendant admits the allegations contained in the fifty second paragraph of Plaintiff's Complaint.

53. Defendant denies the allegations contained in the fifty third paragraph of Plaintiff's Complaint.

54. Defendant denies the allegations contained in the fifty fourth paragraph of Plaintiff's Complaint.

55. Defendant denies the allegations contained in the fifty fifth paragraph of Plaintiff's Complaint.

56. Defendant denies the allegations contained in the fifty sixth paragraph of Plaintiff's Complaint.

57. Defendant denies the allegations contained in the fifty seventh paragraph of Plaintiff's Complaint.

58. Defendant denies or admits the allegations as previously set forth herein.

59. Defendant denies the allegations contained in the fifty ninth paragraph of Plaintiff's Complaint except that she owns two life insurance policies and time share. While the life insurance and time share were incorrectly listed on the petition when filed, the petition has since been amended to include same on the correct schedules. The Defendant's partial interest in the hot tub was a gift to Mr. Sekul over two years from the filing of the petition and, therefore, did not have to be listed on the petition. The Defendant does not have an interest in the boat other than being co-signor for the loan, and does not have an interest in Mr. Sekul's house other than being a tenant.

60. Defendant denies the allegations contained in the sixtieth paragraph of Plaintiff's Complaint.

61. Defendant denies the allegations contained in the sixty first paragraph of Plaintiff's Complaint.

62. Defendant denies or admits the allegations as previously set forth herein.

63. Defendant denies the allegations contained in the sixty third paragraph of Plaintiff's Complaint.

64. Defendant denies the allegations contained in the sixty fourth paragraph of Plaintiff's Complaint. She did provide a copy of the retail installment agreement for Mr. Sekul's boat, she did provide a copy of her income tax returns for the years 2006 to 2009, and she did provide bank statements of what the bank provided her upon request of said statements from the bank.

65. Defendant denies the allegations contained in the sixty fifth paragraph of Plaintiff's Complaint.

66. Defendant denies or admits the allegations as previously set forth herein.

67. Defendant denies the allegations contained in the sixty seventh paragraph of Plaintiff's Complaint except that she owns two life insurance policies and time share. While the life insurance and time share were incorrectly listed on the petition when filed, the petition has since

been amended to include same on the correct schedules. The Defendant's partial interest in the hot tub was a gift to Mr. Sekul over two years from the filing of the petition and, therefore, did not have to be listed on the petition. The Defendant does not have an interest in the boat other than being co-signor for the loan, and does not have an interest in Mr. Sekul's house other than being a tenant. The Defendant explained to her attorney Brian Juran, Esq. the living arrangements with Mr. Sekul before filing the petition and relied on her attorney's experience and expertise in filing out and filing the petition.

68. Defendant denies the allegations contained in the sixty eighth paragraph of Plaintiff's Complaint.

69. Defendant denies the allegations contained in the sixty ninth paragraph of Plaintiff's Complaint.

70. Defendant admits the allegations contained in the seventieth paragraph of Plaintiff's Complaint.

71. Defendant denies the allegations contained in the seventy first paragraph of Plaintiff's Complaint. The Defendant relied on her attorney's experience and expertise in filing out and filing the petition.

72. Defendant denies the allegations contained in the seventy second paragraph of Plaintiff's Complaint.

73. Defendant denies or admits the allegations as previously set forth herein.

74. Defendant denies the allegations contained in the seventy fourth paragraph of Plaintiff's Complaint.

75. Defendant denies the allegations contained in the seventy fifth paragraph of Plaintiff's Complaint.

76. Defendant denies the allegations contained in the seventy sixth paragraph of Plaintiff's Complaint.

77. Defendant denies or admits the allegations as previously set forth herein.

78. Defendant admits the allegations contained in the seventy eighth paragraph of Plaintiff's Complaint.

79. Defendant admits the allegations contained in the seventy ninth paragraph of Plaintiff's Complaint.

80. Defendant denies the allegations contained in the eightieth paragraph of Plaintiff's Complaint. The Defendant did provide a copy of the retail installment agreement for Mr,

Sekul's boat, she did provided a copy of her income tax returns for the years 2006 to 2009, and she did provided bank statements of what the bank provided her upon request of said statements from the bank.

81. Defendant denies the allegations contained in the eighty first paragraph of Plaintiff's Complaint.

82. Defendant denies the allegations contained in the eighty second paragraph of Plaintiff's Complaint.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

83. Plaintiff's complaint fails to state a claim upon which relief may be granted.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

84. Plaintiff is barred by 11 U.S.C § 727(a)(2)(A) one year limitation on transfers before the date of the filing of the petition.

FIRST COUNTERCLAIM

85. The Court should award to the Defendant attorney's fees and costs and disbursements of this proceeding because the Plaintiff has brought this Adversary Complaint in bad faith and improper purpose.

86. Defendant separated from Plaintiff due to Defendant obtaining a an Order of Protection against Plaintiff because of Plaintiff's attempt to cause severe injury to Defendant by his crashing his motor vehicle head on into two different telephone poles with Defendant as a passenger, for which Plaintiff was convicted of Reckless Endangerment in the 2^{nd} Degree. Annexed hereto as "Exhibit A" is the Order of Protection and police report of said incident.

87. Defendant filed a grievance with the New York State Grievance Committee for the Ninth Judicial District against Plaintiff's girlfriend Lisa Hartley, Esq. for representing Plaintiff while having an intimate relationship with him. Annexed hereto as "Exhibit B" is a copy of the complaint, letter from the New York State Grievance Committee for the Ninth Judicial District, and answer from Lisa Hartley, Esq.

88. In retaliation of the afore-said matters, Plaintiff has brought this Adversary Proceeding in order to impede the Defendant's timely fresh start by having her discharge delayed and making her incur additional attorney's fees and costs.

WHEREFORE, it is respectfully requested that the complaint of the plaintiff be in all respects dismissed, the counterclaim granted, and that the defendant be granted such other and further relief as to the Court may seem just and proper.

Dated: Poughkeepsie, New York
November 29, 2010

Thomas W. Bauer, Esq.
Attorney for Defendant
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Poughkeepsie, NY 12601

__/s/ Thomas W. Bauer____
Thomas W. Bauer, Esq.

TO:

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